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Attorneys for Plaintiff,
Interlink Products International, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

INTERLINK PRODUCTS
INTERNATIONAL, INC.,

Plaintiff,

v.

HOMEWERKS WORLDWIDE, LLC,

Defendant.

Case No: 2:19-cv-18544

**COMPLAINT &
JURY TRIAL DEMAND**

Plaintiff, Interlink Products International, Inc. (hereinafter “Interlink”), by and through its undersigned attorney, hereby complains of Defendant, Homewerks Worldwide, LLC (“Defendant”), as follows:

THE PARTIES

1. Interlink is a New Jersey corporation with its principal place of business at 1315 East Elizabeth Avenue, Linden, New Jersey 07036.

2. On information and belief, Defendant is an Illinois limited liability company with its principal place of business at 55 Albrecht Drive, Lake Bluff, Illinois 60044.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the claims alleged pursuant to 28 U.S.C. §§ 1331 and 1332.

4. This Court also has jurisdiction over the claims alleged pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000 and complete diversity exists between Plaintiff and Defendant.

5. This Court has personal jurisdiction over Defendant in that Defendant has consented to litigating the matters at issue in this lawsuit in this forum. This Court further has personal jurisdiction over Defendant in that Defendant does business regularly in this district and the claims at issue in this case arise out of or are related to Defendant's business activities with respect to this district. On information and belief, Defendant regularly places the products at issue into the stream of commerce through established relationships with one or more retailers selling the product in New Jersey and with full awareness that substantial quantities of the product will be sold in New Jersey. Defendant thus purposely directs its business activities to this forum and the claims herein arise out of and relate to such business activities.

6. Venue is proper in this district pursuant to the forum selection clause in the contract at issue and 28 U.S.C. § 1391(b) and (c).

CLAIM FOR BREACH OF SETTLEMENT AGREEMENT

7. On November 27, 2007, United States Letters Patent No. 7,299,510 ("the '510 Patent") were issued to Pi Kuang Tsai ("Tsai"). In general terms, the '510 Patent describes an

invention centering on a specific configuration of a water diverter that is combined with a showerhead holder (*i.e.*, a diverter mount).

8. On November 17, 2015, Interlink acquired, by assignment from Tsai, all right, title and interest in and to the '510 Patent, including the right to sue for past infringement of the '510 Patent and collect damages associated with such infringement. The assignment has been recorded with the United States Patent & Trademark Office and Interlink remains the owner of all right title and interest in and to the '510 Patent. A copy of the '510 Patent is attached as Exhibit A.

9. On or about May 24, 2016, Plaintiff entered into a settlement agreement with Defendant with respect to Plaintiff's prior lawsuit against Defendant in which Plaintiff alleged Defendant had infringed the claims of the '510 Patent (the "Settlement Agreement").

10. Notwithstanding the prior lawsuit and settlement, Interlink has recently discovered that Defendant continues to infringe the '510 Patent.

11. Defendant breached the settlement agreement causing Interlink damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant and its subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with Defendant, granting the following relief:

- A. An award of damages sufficient to compensate Interlink for Defendant's breach, including, without limitation, Interlink's lost profits;
- B. A preliminary and permanent injunction prohibiting the actions constituting the breach;
- C. All other other relief provided for in the Settlement Agreement in the event of a breach; and
- D. Such other and further relief as this Court or a jury may deem proper and just.

Dated: September 30, 2019

Respectfully submitted,

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JASON B. LATTIMORE, ESQ. LLC

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*Attorneys for Plaintiff
Interlink International Products, Inc.*

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury on all issues triable by jury.

Dated: September 30, 2019

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CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

The undersigned hereby certifies that, to the best of his knowledge, this matter is not the subject of any other action pending in any court, or any pending or contemplated arbitration or administrative proceeding.

Dated: September 30, 2019

Respectfully submitted,

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